

REMARKS**I. Status of the Claims:**

Claims 1, 2, 6- 8, 12-14, 16, 18-22, 25-37, 39-53 are currently pending in the application. All claims are rejected. No new matter is introduced by this amendment. Accordingly, entry of this Amendment is respectfully requested.

II. Claim Rejections under 35 U.S.C. § 103:

Claims 1, 2, 6, 7, 8, 12, 13, 14, 16, 18-22, 25, 26-37, 39-53 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Fraser et al (US 5,835,595) in view of Wiser et al (US 6,385,596) further in view of Stefik et al. (US 5,638,443).

III. Applicant's Response

In the Applicant's claimed invention, a content distributor 104 is enabled to superdistribute content encrypted with a content key "K" to any recipient device. Any device may receive the encrypted content, but it may not make use of it without the content key. The content key is separately protected by further encrypting it with the public key of a device 106 that is the agent of the content distributor 104. The Applicant's claimed invention enables any client 108 possessing an encrypted copy of the content, to superdistribute that encrypted content to a second client 110, without needing to request a second download of the encrypted content from the content distributor 104. The Applicant's claimed invention provides that when the content encrypted under the content key is distributed, the content key is also distributed in a form encrypted under the public key of the authorized agent 106. Thus, the claimed invention enables the encrypted security of the content to be maintained when it is received by a second client 110, because the content, which is encrypted under the content key, is distributed with the content key encrypted under the authorized agent's 106 public key. The second client 110 receives the content key encrypted under the authorized agent's 106 public key. The second client 110 then transmits a request for the content key to the authorized agent 106 of the content distributor 104, and the agent re-encrypts the content key under the requester's 110 public key and returns it to the requester 110.

Regarding the cited Fraser et al and Wiser et al references, the Applicant incorporates herein by reference the remarks made in the Amendment filed December 13, 2007 regarding the

Fraser and Wiser. Neither Fraser nor Wiser disclose or suggest superdistributed content, as described above and claimed by the Applicant.

In the current Office action, the Examiner adds the Stefik reference to the combination of Fraser and Wiser, stating the reasoning as follows:

Neither Fraser nor Wiser teach, but Stefik does, superdistributed content, in other words an additional layer of distribution. (e.g. col 3 ln 50 – col 4 ln 35). It would be obvious ... to combine the teachings of Fraser and Wiser in order to avoid the pitfalls and “bottlenecks” of having the keys stored and issued by the same device that stores and distributes the digital data. It would be obvious to combine Stefik with Wiser and Fraser motivated by the needs for the convenience of sales and resales.

The cited section of Stefik at col 3 ln 50 – col 4 ln 35, contains no disclosure or suggestion of the Applicant’s claimed superdistribution.

A search of the Stefik reference reveals the following passage at column 44, lines 41-63, which reads as follows:

“Super Distributors

This is a variation on the previous scenarios. A distributor can sell to anyone and anyone can sell additional copies, resulting in fees being paid back to the creator. However, only licensed distributors can add fees to be paid to themselves.

This scenario gives distributors the right to add fees to cover their own advertising and promotional costs, without making them be the sole suppliers. Their customers can also make copies, thus broadening the channel without diminishing their revenues. This is because distributors collect fees from copies of any copies that they originally sold. Only distributors can add fees.

This scenario is performed similarly to the previous ones. There are two key differences. (1) The creator only grants Embed rights for people who have a Distribution license. This is done by putting a requirement for a distributor’s license on the Embed right. Consequently, non-distributors cannot add their own fees. (2) The Distributor does not grant Extract rights, so that consumers cannot avoid paying fees to the Distributor if they make subsequent copies. Consequently, all subsequent copies result in fees paid to the Distributor and the Creator.”

The passage at column 44, lines 41-63 of Stefik may be entitled “Super Distributors”, but it is not a description or a suggestion of the “superdistribution” in the Applicant’s claims. There is nothing in this passage about the Applicant’s claimed superdistribution, wherein the content

key is separately protected by further encrypting it with the public key of the agent of the content distributor.

Fraser does not disclose or suggest the Applicant's claimed invention wherein the authorized agent has its own public key and private key and wherein the content key transmitted to the authorized agent is encrypted with the public key of the authorized agent. Wiser does not disclose or suggest the Applicant's claimed invention, wherein superdistributed content is encrypted with a content key, so that the content does not have to be obtained from a single source. And, Stefik does not disclose or suggest the Applicant's claimed superdistribution, wherein the content key is separately protected by further encrypting it with the public key of the agent of the content distributor.

The combination of Fraser with Wiser and Stefik fails to disclose or suggest the Applicant's claimed invention, as discussed above.

AUTHORIZATION

The Response is timely filed. Thus, no fee is due by filing of this paper. However, the Commissioner is authorized to charge any additional fees which may be required for timely consideration of this response, or credit any overpayment to Deposit Account No. 13-4500, Order No. 4208-4143.

Respectfully submitted,
MORGAN & FINNEGAN, L.L.P.

Dated: October 20, 2008

By: 

John E. Hoel
Registration No. 26,279
(202) 857-7887 Telephone
(202) 857-7929 Facsimile

Correspondence Address:

Morgan & Finnegan, L.L.P.
3 World Financial Center
New York, NY 10281-2101